THE HON'BLE SRI JUSTICE V.V.S.RAO

WRIT PETITION No.19552 of 2005

08.9.2005

Between:

1. K.Srinivasa Varma, S/o.Narasimha Raju, Business,

Seetharampurama, Tuni, East Godavari District.

And another.

… Petitioners.

AND

1. Tuni Municipality, rep. By its Commissioner, Tuni,

East Godavari District and two others.

… Respondents.

ORDER:

The petitioners are residents and voters of Tuni Municipality. The first petitioner obtained lease of shop No.114 at Cattle Sandy, Tuni from the Municipality. Likewise, the second petitioner obtained lease of shop Nos.38, 52 and 53 at Golla Appa Rao Centre, Tuni. Section 15(2)(c) of A.P. Municipalities Act, 1965 (the Act, for brevity) disqualifies a person for election as member of ward if such person, *inter alia*, is interested in subsisting lease or contract in the Municipality as on the date of the scrutiny of nomination for election. The petitioners submitted their nominations for election. As per the election schedule fixed by the State Election Commission, scrutiny of nominations was scheduled on 06.9.2005. Apprehending that their nominations might be rejected as per Section 15(2)(c) of the Act on the ground that they are interested in the existing lease, they filed the present writ petition. Be it also noted that both the petitioners initially approached the Municipality seeking permission to transfer the existing lease in their names in favour of their kith and kin, which was rejected by the Municipality by endorsement dated 31.8.2005.

The learned Counsel for the petitioners, Sri J.Prabhakar, submits that as per the relevant tender conditions or the rules, there is no prohibition for a lessee of a Municipal shop to transfer the lease in favour of his kith and kin and therefore, the Municipality ought to have accepted the request of the petitioners to transfer the lease. This is refuted by the learned Standing Counsel for Municipality. However, it is not denied that there is no rule or bylaw, which permits a lessee of a Municipal shop to transfer the lease in favour of other person. Therefore, the learned Standing

Counsel was directed to get instructions in the matter.

Today, when the case is called, the learned Standing Counsel has placed before this Court the letter written by the first petitioner to the Municipal Commissioner surrendering the lease of Shop No.114 and requesting for issuance of 'No objection certificate'. Likewise, the letter written by the second petitioner addressed to the Municipal Commissioner surrendering her lease in respect of shop Nos.38, 52 and 53 are also enclosed. It is also brought to the notice of this Court that the Municipality has accepted the surrender of lease and issued No objection certificates.

In view of the above, nothing survives in the writ petition. The writ petition is, accordingly, dismissed. No costs.

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(**V.V.S.RAO,J**)

September 08, 2005.

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